



ISABELLA COUNTY PARKS & RECREATION COMMISSION

SPECIAL PARK USE LICENSE

(Page 1 of 3)

THIS LICENSE made and entered into this ____ day of _____, 20 __, between the County of Isabella, acting by and through the Isabella County Parks and Recreation Commission, hereinafter called "Licensor", and _____, hereinafter called "Licensee", is made upon the following terms and conditions:

A. DESCRIPTION OF PREMISES

The Licensor does hereby permit the Licensee the use of the Isabella County Park located at _____, from the ____ day of _____, 20 __, to the _____, day 20 __, from (time): _____ to _____ for the following purpose(s): (Describe use, attach information if needed).

Number in attendance: _____

Supervision: # adults - _____

Total time of use: _____

Signage: _____

Set up/clean up park (if applicable): _____

Special needs: _____

B. ASSIGNMENT AND SUBLETTING

It is agreed that this License shall not be assigned or transferred without the prior written consent of the Licensor.

C. CANCELLATION BY LICENSEE

The Licensee may terminate this Agreement regardless of grounds, by giving the Licensor one (1) day prior written notice of such cancellation. Cancellation fee will be determined by Licensor.

D. LIABILITY OF LICENSOR

The Licensor shall not be responsible for fire, theft, or any damage to the Licensee's property which occurs without the Licensor's fault or neglect. The Licensor shall not be responsible for protection of Licensee's property from damage by weather conditions.

E. INDEMNITY RELEASE

Licensee shall be solely responsible for and shall indemnify, defend and hold harmless the Licensor, its agents, officers, employees, and volunteers from and against any and all claims, suits, damages, and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or death of any person including but not limited to agents, employees, officers, and volunteers of the Licensor and for all other liabilities whatsoever, including related expenses and actual attorney fees in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with:

- a. The performance of work by or other activities of the Licensee, its employees or agents or officers, or volunteers, including, but not limited to, the use of any equipment or material furnished by the Licensee; or
- b. The presence of Licensee, its employees, agents, officers, and volunteers on the premises of the Licensor; whether such claims, suits, damages losses and liabilities are based upon or result, in whole or in part, from the active or passive negligence of the Licensor, its employees, agents, officers, or volunteers or Licensor's strict liability in tort, breach of warrant, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the Licensor might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the Licensor against liability for damages caused by or resulting from the sole negligence of the Licensor, its agents, employees, officials, or volunteers under circumstances whereby said Agreement would be in violation of Michigan Public Act 1966, No. 165, Section 1 (MCLA Section 691.991), if applicable. This provision shall extend beyond the term of this Agreement.

Licensee releases and discharges the County of Isabella, its officers, agents, employees and/or volunteers from any and all liability or damages or injury occurring as a result of Licensee's use or acceptance of the County of Isabella's property under the terms of this License.

F. PARTICIPANT WAIVER; RELEASE OF LIABILITY

For all uses involving athletic events, whether competitive, exhibition or training in nature, the Licensee shall require each adult participant to sign an accident waiver and release of liability statement. No one shall be permitted to participate in the event until the required statement has been signed and placed in the physical custody of the Licensee. The Licensee shall turn over to the Licensor all signed statements as soon as it is practical to do so.

- a. All individuals 18 years of age and older are required to sign an *Accident Waiver and Release of Liability* form, a copy of which is hereto attached.
- b. The *Waiver and Release of Liability* form may not be used for minor participants, age 17 years and under. Rather, a Permission Form must be developed which clearly and thoroughly identifies the potential for injury pertaining to the event. This Permission Form must be signed by the minor’s parent or legal guardian.

G. INSURANCE

The Licensee shall carry Standard Public Liability Insurance insuring itself and the County of Isabella against any liability. Imposed upon itself or the County of Isabella arising out of the special park use pursuant to this License and that such policy, a certificate of which is attached hereto and made a part hereof, shall provide for payment of no less than _____ dollars (\$ _____) per occurrence and/or aggregate combined single limit for personal injury, bodily injury and property damage. A certificate of such insurance shall be attached to this Agreement on or before execution of this Agreement and shall be filed with The Isabella County Parks and Recreation Director. **Such certificates shall have endorsed thereto the County of Isabella as additional insured.** All insurance and certificates must include an endorsement providing that ten (10) days prior written notice be given to the County of Isabella before termination, expiration or material change of terms of the insurance agreement.

The authority to analyze the degree of physical activity and risk and to assign insurance coverage dollar amounts shall be vested with the Parks and Recreation Director. The Parks and Recreation Director may require such other actions which are determined to be of value in the avoidance of risk exposure to participants and spectator.

H. ALTERATIONS

The Licensee shall make no structural alterations, additions or improvements in or about said assigned space, nor make any other changes of said area unless specifically agreed to in writing and executed by both parties. Licensee shall reimburse Licensor for any damages resulting therefrom.

I. CLEANLINESS OF PREMISES

It is agreed and understood that the Licensee shall be solely responsible for maintaining and cleaning their assigned space to assure a healthy and safe environment.

J. DAMAGE/CLEANING DEPOSIT

No later than one (1) week prior to the event, as described in Section "A" of this License, Licensee shall forward the sum of _____ dollars (\$ _____) to the Parks and Recreation Director, an amount to be held as a Damage/Cleaning Deposit. Upon inspection of the premises described in Section A of this License, the Deposit will be fully refunded if the premises are left in as a clean, orderly and undamaged condition as was originally provided. If after the event, the premises are left in a condition requiring the Licensor to incur cleanup and/or repair cost, those costs, will be deducted from the Damage/Cleaning Deposit. Depending on the situation the entire deposit could be for fitted.

K. COMPLIANCE WITH APPLICABLE CODES AND LAWS

It is agreed and understood that Licensee shall comply with the laws of the State of Michigan and the County of Isabella Ordinances as may be amended from time to time.

L. POLICIES AND PROCEDURES – RULES AND REGULATIONS

Licensee shall comply with the rules and regulations of the Licensor as may be promulgated and mailed by regular first class mail. The *Park Rules & Ordinance* for county park property is incorporated into this agreement and is available at the Main Park Office.

M. LICENSE TERMINATION

It is agreed and understood that the Licensor may terminate this License immediately with or without cause including, but not limited to, violations or rules and regulations, State Law, County of Isabella Ordinances, or for damaging, defacing, injuring or altering the premises, or for selling or providing unauthorized items or goods on the premises or endangering pedestrians or vehicles.

N. REMEDIES NOT EXCLUSIVE

It is agreed that each and every of the rights, remedies and benefits provided by this License shall be separate and independent of each other, and shall not be exclusive of any other said rights, remedies and benefits or of any rights, remedies and benefits allowed by law.

O. DEFINITIONS

The word "Licensee", wherever in this Agreement mentioned, shall be construed to mean either singular or plural, masculine or feminine and the word "Licensor" shall be construed to mean the Licensor and its duty authorized agents, and this License shall be binding jointly and severally upon the parties hereto, and their respective heirs, executors, administrators, successors, legal representatives and assigns.

P. CONSIDERATION

Licensee, by signature below, agrees that he/she has read the terms of this License and agrees to comply with all terms of this License.

Q. WAIVER IN WRITING

The terms or conditions of this License cannot be waived, altered, modified or amended without said waiver, alteration, modification or amendment being put in writing and executed by both parties.

R. INDEPENDENT CONTRACTORS

The employees or agents of the Licensee shall not be employees of the County of Isabella and shall be independent contractors. The Licensee shall be responsible for the payment of any and all applicable taxes, income tax or otherwise.

S. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed to between the parties and any term and condition not contained herein shall not be binding on either party. The Parties have executed this License as of the date and year first above written.

LICENSEE

COUNTY OF ISABELLA

By: _____

By:

Authorized Representative

Sue Ann Koptmeyer, Director
Parks & Recreation Commission

Address: _____

Address: Isabella County Parks and Recreation
200 N. Main Street
Mount Pleasant, MI 48858

Phone #: (989) 772-0911 Extension 340

Phone #: _____

Witness: _____

Witness: _____

Office Use Only

- Special Parks Use License
- Certificate Of Insurance
- Event Form
- Clean Up/Damage Deposit
- Copy of Park Rules & Ordinance (October 18th, 2000)

